# Coouitlam

# City of Coquitlam

Request for Proposals RFP No. 23-084

**People Counting System** 

Issue Date: September 13, 2023

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#### APPENDIX A - Privacy Impact Assessment APPENDIX B - PRIVACY PROTECTION SCHEDULE

**PROPOSAL SUBMISSION FORM** 

SUMMARY OF KEY INFORMATION					
RFP Reference	RFP No. 23-084				
	People Counting System				
Overview of the Opportunity	The purpose of this RFP is to invite Proposals from qualified firms for "as, if and when required," for the supply and installation of a <b>People Counting System</b> as specified within this RFP document.				
Closing Date	2:00 pm local time				
and Time	Wednesday, October 04, 2023				
	Proposal submissions are to be returned in Microsoft Word and any other supporting documents to be consolidated into one PDF file and uploaded through QFile, the City's file transfer service accessed at website: <a href="mailto:qfile.coquitlam.ca/bid">qfile.coquitlam.ca/bid</a>				
Instructions for Proposal Submission	<ol> <li>In the "Subject Field" enter: RFP Number and Name</li> <li>Add files in .pdf format and Send (Ensure your web browser remains open until you receive 2 emails from QFile to confirm receipt.)</li> </ol>				
	Phone 604-927-3037 should assistance be required.				
	The City reserves the right to accept Proposals received after the Closing Date and Time.				
Obtaining RFP Documents	RFP Documents are available for download from the City of Coquitlam's website: <u>https://www.coquitlam.ca/Bid-Opportunities</u>				
	Printing of RFP documents is the sole responsibility of the Proponents.				
Instructions to ProponentsThe guidelines for participation that will apply to this RFP are posted on the City's a Instructions to Proponents					
Questions	Questions are to be submitted in writing quoting the RFP number and name up to 3 business days before the Closing Date sent to email: <u>bid@coquitlam.ca</u> Questions received after that time may not receive a response.				
Addenda	Proponents are required to check the City's website for any updated information and addenda issued, before the Closing Date at the following website: <u>https://www.coquitlam.ca/Bid-Opportunities</u>				
Withdrawal of Submission	Proposals may be withdrawn by written notice only, made by an authorized representative of the Proponent sent to email: <u>bid@coquitlam.ca</u> prior to the Closing Date and Time.				
Terms and Conditions of Contract	ditions of City of Coquitiam <u>Standard Terms and Conditions - Purchase of Goods and Services</u> are nosted on the City's website and will apply to the Contract awarded as a result of this REP.				

#### SUMMARY OF KEY INFORMATION

#### DEFINITIONS

**"Agreement" "Contract"** means the contract for services or City Purchase Order that will be issued to formalize with the successful Proponent through negotiation process with the City based on the proposal submitted and will incorporate by reference the Request for Proposals, Specifications, Drawings, any additional subsequent information, any addenda issued, the Proponent's response and acceptance by the City.

"City" "Owner" means City of Coquitlam;

**"Contractor"** means the person(s) firm(s) or corporation(s) appointed by the City to carry out all duties, obligations, work and services described in the Request for Proposal and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal. Both "Contractor" and "Proponent" are complementary in terms of duties, obligations and responsibilities contemplated at the Request for Proposals stage, through evaluation process, execution and performance of the services and Works.

"**Price**" means the amount that will be paid by the City to the Contractor for delivery and acceptance of goods and Services;

"Project Manager" means the City staff member appointed to coordinate the Work;

"Proponent" means responder to this Request for Proposals;

"Proposal" means the submission by the Proponent;

"Request for Proposals" "RFP" shall mean and include the complete set of documents, specifications and addenda incorporated herein, and included in this Request for Proposals;

**"Services" "Work" "Works"** means and includes the provision by the successful Proponent of all services, duties, and expectations as further described in this RFP. This will also mean the whole of the Work, tools, materials, labour, equipment, travel, and all that is required to be done, furnished and performed by the Contractor;

"Shall" "Must" "Will" "Mandatory" means a requirement that must be met;

"Supply" "Provide" shall mean supply and pay for and provide and pay for.

#### **1** INSTRUCTIONS TO PROPONENTS

#### 1.1 Acknowledgement

The City acknowledges with gratitude and respect that the name Coquitlam was derived from the hən'qʻəmin'əm' word kwikwəkəm (kwee-kwuh-tlum) meaning "Red Fish Up the River". The City is honoured to be located on the kwikwəkəm (Kwikwetlem) traditional and ancestral lands, including those parts that were historically shared with the sq'əc'iy'a?4 təməxw (Katzie), and other Coast Salish Peoples.

#### 1.2 Purpose

The City of Coquitlam ("City") requests Proposals from qualified, experienced companies for "as, if and when required," to supply and install a **People Counting System** as further described in **Section 3 - Scope of Work** 

#### 1.3 Proposal Submission

Proponents should complete and submit the information requested in this RFP document on the Proposal Submission Form or in a format that has been approved and is acceptable to the City.

#### 1.4 Instructions to Proponents

Proponents are advised that the rules for participation that will apply to this RFP are located: <u>Instructions to Proponents.</u>

By submission of a Proposal in response to this RFP, the Proponent agrees and accepts the rules by which the bid process will be conducted.

#### 1.5 Prices

Prices shall be all-inclusive and stated in (Canadian Funds). Prices shall remain FIRM for the completion of the Services.

Prices shall include the provision of all tools, materials, equipment, labour, transportation, fuel, supervision, management, overhead, materials, traffic control, services, all necessary packing and crating (where applicable), Canadian Customs import and export duties, freight, handling, insurance, all other associated or related charges, foreign, federal, provincial and municipal taxes, bonding costs, all licences, permits, inspections and all other requirements necessary for the commencement, performance and completion of Services as described.

Taxes are to be shown separately at time of invoicing.

The lowest price of any Proposal will not necessarily be accepted but will be analyzed to determine best overall value.

#### 1.6 <u>Requested Departures</u>

The Proponent acknowledges that the departures requested in the Proposal Submission Form will not form part of the Contract unless and until the City specifically consents in writing to any of them. The City may not consider any departures not stated in the Proponent's Proposal Submission.

#### 1.7 Evaluation Criteria

Evaluation Criteria of each proposal will be determined in accordance with the following:

Proposal Evaluation Summary	Maximum Points to be Awarded
Corporate	30
Sustainable Benefits and Social Responsibility	10
Technical	30
Financial	30
Total	100

The criteria for evaluation of the Proposals may include, but is not limited to:

#### Mandatory Requirements (Pass/Fail)

- Proponent must agree to the City's <u>APPENDIX A PRIVACY PROTECTION SCHEDULE</u>
- Proponent must either provide a completed Privacy Impact Assessment (PIA) based on the Ministry Standard (<u>APPENDIX B PRIVACY IMPACT ASSESSMENT TEMPLATE</u>), or cooperate with the development of one with the City.
- Proponent must provide security information necessary for the City to conduct a Security Threat and Risk Assessment (STRA) of the software.

#### **Corporate Experience, Capacity and Resources**

- Business and technical reputation and capabilities; experience, financial stability, capacity and resources
- Value added benefits
- References in North
   America

#### **Sustainable Benefits and Social Responsibility**

- Sustainable benefits
- Reconciliation
- Social Responsibility

#### **Technical**

- Methodology, set-up and execution of the Work
- Quality Assurance and Safety
- Risk factors
- Test and Acceptance Plan

#### **Financial**

• Price

- Sub-contractors
- Staff qualifications and experience
- Manufacture Authorization
- Health and Safety

- Lead-time
- Certified to install
- Agreements and Licensing
- Training
- Warranty
- Maintenance cost

These criteria will be used to determine best overall value to the City. Proposals will be compared to select one or more that are most advantageous.

#### And, upon selection of one or more lead Proponent(s):

- References may be contacted
- Interviews may be conducted

The City reserves the right to check references on other projects even if they are not specifically listed. Information obtained from references will be confidential and will not be disclosed to any Proponents.

These criteria will be used to determine best overall value to the City as well as any other criteria that may become evident during the evaluation process.

The City may, at its discretion, request clarification or additional information from a Proponent with respect to any Proposal and the City may make such requests to only selected Proponents. The City may consider such clarifications or additional information in evaluating a Proposal.

Incomplete Proposals or Proposals submitted on forms other than the Proposal Form may be rejected.

Proponents agree the City may disclose names of Proponents and total award amount, however, unevaluated results, unit prices, rates or scores will not be provided to any Proponents.

The City reserves the right to reject without further consideration any Proposal which in its opinion does not meet the criteria it considers essential for the Work outlined in this RFP.

Where only one Proposal is received, the City may reject such and re-issue the RFP on a selected basis.

1.8 Eligibility

For eligibility, and as a condition of award, the successful Proponent would be required to meet or provide the equivalent:

- a) Commercial General Liability (CGL) insurance \$5M coverage provided on the <u>City's</u> <u>Standard Insurance Form</u>
- b) Be registered and provide WorkSafeBC clearance
- c) Accept the City's standard Terms and Conditions posted on the City's website: <u>Standard</u> <u>Terms and Conditions - Purchase of Goods and Services</u>
- d) A City of Coquitlam or Tri Cities Intermunicipal **Business License**

# These items are not required as part of this Proposal Submission but will be required prior to entering into an agreement with the City for Services.

1.9 <u>Term</u>

The initial term of the Contract is two (2) years with the option to extend the Contract by additional terms, upon mutual agreement of the parties.

#### 2 GENERAL CONDITIONS OF CONTRACT

#### 2.1 Terms and Conditions of Contract

The City's <u>Standard Terms and Conditions - Purchase of Goods and Services</u>, as published on the City's website, the Conditions listed in this RFP, along with the accepted Proposal, addenda and any subsequent clarifications, correspondence, the totality of which will constitute the Contract.

#### PROJECT SPECIFIC TERMS AND CONDITIONS

#### 2.2 On-Site Hazards

The Contractor is to make themselves aware of any and all on-site hazards including but not limited to utilities in or near to the Work area and to take every precaution necessary to eliminate any risk that may exist. If an on-site hazard exists that is causing or may cause injury to any person(s), the Respondent is to take immediate action to mitigate risk and damage, and then to notify the City's contact person.

The locations of all such hazards are to be investigated and verified in the field by the Contractor.

#### 2.3 Operations and Coordination of the Services

The Contractor shall agree to coordinate the execution of the Services with the City such that disruption of the Work of all involved is minimized. Operations will continue and the facilities will be in full use by staff and public.

#### 2.4 Permits Regulations

The Contractor is to obtain permits, pay all fees therefore and comply with all Provincial, Municipal and other legal regulations and by-laws applicable to the Work. If no local regulations, comply with the National Building Codes of Canada, latest revision. Workers Compensation Act and Workplace Hazardous Material Information System ("W.H.M.I.S.") requirements and regulations are to be strictly adhered to.

#### **3** SCOPE OF SERVICES

#### 3.1 Background

The City currently has an aging system in place to accurately collect and report on facility usage in a handful of its facilities.

The purpose of this RFP is to identify a suitable solution to replace existing people counters and expand to additional facilities that accurately and efficiently counts the number of people entering and exiting various locations within the City Facilities.

The solution should provide real-time data and insightful analytics to support our operational decision-making processes including but not limited to optimizing the management, safety, enhance visitor experience and enjoyment of the City Facilities for both visitors and park administrators.

#### 3.2 Scope of Work

The City requires qualified, experienced companies to provide labour, equipment, materials, fuel, transportation, overhead and all that is required for the **People Counting System** (the "Work"). The City does not guarantee any volume or quantities of Work this is "as, if and when required." Work. The City will pick and choose from section 3.2 h) what location when Work is required and if funds become available.

- a) Architecture and Design
  - Provide a scalable architecture and design that can support expansion/increase in workload, ensure mobility/access of configurations, data, hardware
- b) Hardware:
  - High-quality sensors capable of accurately detecting and tracking individuals entering and exiting designated areas
  - Integration with existing infrastructure (if applicable), such as doors, gates, turnstiles or outdoor post for pathways.
  - Tamper-resistant design to prevent unauthorized access or vandalism.
  - Encrypted communication protocols to protect data transmission.
  - Durability and suitability for both indoor and outdoor environments
- c) Software
  - Advanced people tracking algorithms to accurately count and differentiate individuals in crowded scenarios.
  - Real-time data collection and processing capabilities that can be accessed or provided to facility operators, first responders or emergency management teams that can be accessed anywhere.
  - Secure user authentication and role-based access control to the software dashboard. User-friendly dashboard to display live and historical counting data.
  - Integration with our existing data management systems or APIs.
  - Customizable alerts and notifications for abnormal crowd sizes or incidents.
- d) Data Security/Privacy:
  - Compliance with relevant data protection regulations (e.g., GDPR, HIPAA).

- Data anonymization techniques to ensure the privacy of individuals being tracked.
- Regular security assessments and vulnerability testing to identify and mitigate potential threats.
- Transparent data collection practices and options for individuals to opt out or manage their data.
- Regular privacy assessments to ensure ongoing compliance.
- Backup and disaster recovery procedures to safeguard against data loss.
- e) Analytics and Reports
  - Robust reporting capabilities, including hourly, daily, weekly, monthly, and yearly foot traffic trends. The ability to compare traffic year to year or month to month
  - Custom reporting options with standard report templates and other tools to minimize time spent analyzing the data.
    - i. Provides options to export information for reporting purposes.
    - ii. Reports for peak patron usage hours and dates for the facility and its amenities.
    - iii. Ability to run reports for volume of people and/or duration of time spent within an amenity to determine exposure to advertising.
    - iv. Reports for detailing inflow and outflow times, duration of time spent within an amenity and/or attendance and specific points in time to more effectively schedule staffing resources.
    - v. Various reports to provide statistics for reporting information (e.g. paid vs. unpaid usage of the Facility, total annual visits, most popular amenities, statutory holiday usage, trends compared to weather patterns or other known events, etc.).
  - Demographic analysis (age and gender estimation) if feasible and accurate.
  - Heatmaps or flow diagrams to visualize the movement patterns of people within specified areas.
  - The solution should be easily integrated with our existing infrastructure, including networking, security systems, and databases.
- f) Installation, Warranty and Training
  - The network wiring component will be the proponents responsibility. Proponents must identify what is required (e.g. hardware, types of cable, etc.) that is needed to interface with the City's IT environment and network infrastructure.
  - Provide Training to City Staff
  - Provide Installation, Hardware, Software warranty
- g) Support and Maintenance:
  - Provide a clear plan for technical support, troubleshooting, and maintenance services including SLAs
  - Regular hardware/software updates to ensure accuracy and security.

### h) Locations

Existing Locations	# of
	sensors
City Centre Aquatic Centre	3
Main entrance	J
<ul> <li>Pool entrance from dressing rooms</li> </ul>	
Fitness entrance	
Poirier Sport and Leisure Complex	7
<ul> <li>Facility entrances (4)</li> </ul>	
Arena 1 entrance (1)	
Aquatic entrance (1)	
<ul> <li>Fitness entrance (1)</li> </ul>	
Pinetree Community Centre	8
Main facility entrance	
Youth centre entrance	
<ul> <li>Gym entrances (3)</li> </ul>	
<ul> <li>High school hallway entrance (2)</li> </ul>	
• Stairway	
Poirier Forum	1
main entrance	
Eagle Ridge Pool	1
main entrance	

Proposed New Locations	# of
	Sensors
City Centre Aquatic Centre	2
<ul> <li>Pool entrances from lobby (2)</li> </ul>	
Poirier Sport and Leisure Complex	2
<ul> <li>Arena 1 entrances (1 - SW)</li> </ul>	
Aquatic entrances (1 - West)	
Maillardville Community Centre	5
Cartier Street Entrance	
Courtyard entrance	
Parkade entrance	
Gym entrance main	
Gym entrance lounge	
Dogwood Pavilion	5
South Entrance	
East entrance	
North entrance	
Rose garden entrances (2)	
Poirier Community Centre	1

Main entrance	
Glen Pine Pavilion	3
North entrance	
West entrance	
Top of 2nd floor stairs	
Centennial Pavilion	5
North entrances (2)	
East entrance (Youth Centre)	
South entrance	
West entrance (Youth Centre)	
Future Town Centre Park Community Centre (2024)	4
Main entrance	
Lower floor maker space entrance	
East patio entrances (2)	
Future Spani Pool (2024)	2
Main entrance	
Event (north) entrance	

#### 3.3 Site Acceptance Test

Operation of all components to be demonstrated.

The Contractor shall fully commission the entire installation. All commissioning shall be fully documented and all documentation shall be submitted prior to Demonstration and Acceptance testing.

3.4 Documentation

Upon completion of installation and systems commissioning, the Contractor shall submit record documents for review. "As-Built" project record documents, including:

- a. Project Record Application Engineering Drawings shall include all BAS System
- b. Engineering Design Submittal with Drawings updated to reflect actual field conditions, architecture and execution

Operating & Maintenance (O&M) Manual, including:

a. Operator's Manual with Manufacturers' complete operating instructions.

Programming Manual, including:

a. All necessary system Administrator-Level passwords and/or required access credentials

Final Bill of Material with all installed parts, manufacturers, manufacturers' part numbers and ordering information

Complete system database as functional at the conclusion of systems commissioning and functional testing including all graphics and images.

#### 3.5 Manufacturer-Authorized

Contractor must be authorized by the manufacturer to sell equipment where such authorization is granted by the manufacturer. The relationship with the manufacturer must be direct and not indirect through a third party.

#### 3.6 Delivery, Storage, and Handling

All materials and equipment to be new. Deliver and store materials in original, unopened packaging. Assume all packing, transportation, and insurance costs.

All packaging material must be removed from site at the Contractor's expense.

Store materials in a safe and secure location, and protect against damage. City is not responsible for loss, damage or theft of material or equipment.

#### 3.7 Protection of Public

The Contractor shall take adequate measures to protect the public, City staff, and all others on site from injury, damage, or other loss resulting from maintenance operations and related activities.

The Contractor shall promptly report to the City any safety incidents as they occur.

#### 3.8 Work Hazards

- a) It is the responsibility of the Contractor to address all Work hazards that could be reasonably expected on any job site(s) and to develop both training and written policy and procedures, where necessary, for the protection of the workers and the general public.
- b) It is the responsibility of the Contractor to monitor compliance and where necessary correct and/or discipline workers.

#### 3.9 Hours of Work

Unless otherwise advised the Contractor shall carry out the Work during regular business hours, and in compliance with the City's Noise Bylaw. Permits will be required for Work outside of normal Working hours. The Contractor shall be responsible for obtaining any such permits.

#### 3.10 Clean Up

At the end of each day the Contractor shall ensure the site is safe and secure and, at the conclusion of Work, the Contractor shall clean out all debris promptly remove any equipment or materials and leave the site of the Work in a clean and tidy condition.

#### 3.11 Public Relations

Good public relations must be maintained at all times by the Contractor, the Contractor's employees, and representatives. All enquiries and complaints must be satisfactorily resolved in a courteous and businesslike manner and be acted upon within a 24-hour period.

# APPENDIX A PRIVACY PROTECTION SCHEDULE

#### PRIVACY PROTECTION SCHEDULE

(the "Agreement").

#### Definitions

1. In this Schedule,

- (a) "access" means disclosure by the provision of access;
- (b) "**Act**" means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
- (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Public Body and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

#### Purpose

- 2. The purpose of this Schedule is to:
  - (a) enable the Public Body to comply with its statutory obligations under the Act with respect to personal information; and
- (b) ensure that, as a service provider, the Contractor is aware of and complies with its statutory obligations under the Act with respect to personal information.

#### **Collection of personal information**

3. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

- 4. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
- 5. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
  - (a) the purpose for collecting it;
  - (b) the legal authority for collecting it; and
  - (c) the title, business address and business telephone number of the person designated by the Public Body to answer questions about the Contractor's collection of personal information.

#### Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Public Body to make a decision that directly affects the individual the information is about.

#### **Requests for access to personal information**

7. If the Contractor receives a request for access to personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body unless the Agreement expressly requires the Contractor to provide such access and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

#### **Correction of personal information**

- 8. Within 5 business days of receiving a written direction from the Public Body to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
- 9. When issuing a written direction under section 8, the Public Body must advise the Contractor of the date the correction request to which the direction relates was received by the Public Body in order that the Contractor may comply with section 10.
- 10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Public Body, the Contractor disclosed the information being corrected or annotated.
- 11. If the Contractor receives a request for correction of personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

#### **Protection of personal information**

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

#### Storage and access to personal information

13. Unless the Public Body otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

#### **Retention of personal information**

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Public Body in writing to dispose of it or deliver it as specified in the direction.

#### Use of personal information

15. Unless the Public Body otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

#### Disclosure of personal information

- 16. Unless the Public Body otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Public Body if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
- 17. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

#### Notice of unauthorized disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in its custody or under its control, the Contractor must immediately notify the Public Body. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

#### Inspection of personal information

19. In addition to any other rights of inspection the Public Body may have under the Agreement or under statute, the Public Body may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

#### **Compliance with the Act and directions**

20. The Contractor must in relation to personal information comply with:

- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
- (b) any direction given by the Public Body under this Schedule.
- 21. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

#### Notice of non-compliance

22. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Public Body of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated noncompliance.

#### **Termination of Agreement**

23. In addition to any other rights of termination which the Public Body may have under the Agreement or otherwise at law, the Public Body may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

#### Interpretation

- 24. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
- 25. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
- 26. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
- 27. If a provision of the Agreement (including any direction given by the Public Body under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
- 28. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
- 29. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

# APPENDIX B

# Privacy Impact Assessment

# Privacy Impact Assessment for Non-

# **Ministry Public Bodies**

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## **PART 1: GENERAL INFORMATION**

PIA file number:

Initiative title:	
Organization:	City of Coquitlam
Department:	
Your name and title:	
Your work phone:	
Your email:	
Privacy Officer:	
Privacy Officer phone:	
Privacy Officer email:	

General information about the PIA:

Is this initiative a data-linking program under FOIPPA? If this PIA addresses a data-linking program, you must submit this PIA to the <u>Office of the Information and Privacy Commissioner</u>.

Is this initiative a common or integrated program or activity? Under section <u>FOIPPA 69 (5.4)</u>, you must submit this PIA to the Office of the Information and Privacy Commissioner.

**Related PIAs, if any:** 

1. What is the initiative?

Describe your initiative in enough detail that a reader who knows nothing about your work will understand the purpose of your initiative and who your partners and other stakeholders are. Describe what you're doing, how it works, who is involved and when or how long your initiative runs.

2. What is the scope of the PIA?

Your initiative might be part of a larger one or might be rolled out in phases. What part of the initiative is covered by this PIA? What is out of scope of this PIA?

3. What are the data or information elements involved in your initiative?

Please list all the elements of information or data that you might collect, use, store, disclose or access as part of your initiative. If your initiative involves large quantities of information or datasets, you can list categories or other groupings of personal information in a table below or in an appendix.

3.1 Did you list personal information in question 3?

<u>Personal information</u> is any recorded information about an identifiable individual, other than business contact information. Personal information includes information that can be used to identify an individual through association or reference.

Type "yes" or "no" to indicate your response.

- If yes, go to Part 2
- If no, answer <u>question 4</u> and submit questions 1 to 4 to your Privacy Officer. You do not need to complete the rest of the PIA template.
- 4. How will you reduce the risk of unintentionally collecting personal information?

Some initiatives that do not require personal information are at risk of collecting personal information inadvertently, which could result in an information incident.

# PART 2: COLLECTION, USE AND DISCLOSURE

This section will help you identify the legal authority for collecting, using and disclosing personal information, and confirm that all personal information elements are necessary for the purpose of the initiative.

5. Collection, use and disclosure

Use column 2 to identify whether the action in column 1 is a collection, use or disclosure of personal information. Use columns 3 and 4 to identify the legal authority you have for the collection, use or disclosure.

Use this column to describe the way personal information moves through your initiative step by step as if you were explaining it to someone who does not know about your initiative.	Collection, use or disclosure	FOIPPA authority	Other legal authority
Step 1:			
Step 2:			
Step 3:			
Step 4:			

**Optional**: Insert a drawing or flow diagram here or in an appendix if you think it will help to explain how each different part is connected.

6. Collection Notice

If you are collecting personal information directly from an individual the information is about, FOIPPA requires that you provide a collection notice (except in limited circumstances).

Review the <u>sample collection notice</u> and write your collection notice below. You can also attach the notice as an appendix.

# PART 3: STORING PERSONAL INFORMATION

If you're storing personal information outside of Canada, identify the sensitivity of the personal information and where and how it will be stored.

7. Is any personal information stored outside of Canada?

Type "yes" or "no" to indicate your response.

8. Does your initiative involve sensitive personal information?

Type "yes" or "no" to indicate your response.

- If yes, go to question 9
- If no, go to <u>question 10</u>
- 9. Is the sensitive personal information being disclosed outside of Canada under <u>FOIPPA</u> <u>section 33(2)(f)</u>?

Type "yes" or "no" to indicate your response.

- If yes, go to question 10
- If no, go to Part 4
- 10. Where are you storing the personal information involved in your initiative? After you answer this question go to Part 5.

# PART 4: ASSESSMENT FOR DISCLOSURES OUTSIDE OF CANADA

Complete this section if you are disclosing sensitive personal information to be stored outside of Canada. You may need help from your organization's Privacy Officer. More help is available in the <u>Guidance on Disclosures Outside of Canada</u>.

11. Is the sensitive personal information stored by a service provider?

Type "yes" or "no" to indicate your response.

- If yes, fill in the table below (add more rows if necessary) and go to question 13
- If no, go to <u>question 12</u>

Name of service provider	Name of cloud infrastructure and/or platform provider(s) (if applicable)	Where is the sensitive personal information stored (including backups)?

- 12. Provide details on the disclosure, including to whom it is disclosed and where the sensitive personal information is stored.
- 13. Does the contract you rely on include privacy-related terms?

Type "yes" or "no" to indicate your response.

- If yes, describe the contractual measures related to your initiative.
- 14. What controls are in place to prevent unauthorized access to sensitive personal information?
- 15. Provide details about how you will track access to sensitive personal information.

16. Describe the privacy risks for disclosure outside of Canada.

Use the table to indicate the privacy risks, potential impacts, likelihood of occurrence and level of privacy risk. For each privacy risk you identify describe a privacy risk response that is proportionate to the level of risk posed.

This may include reference to the measures to protect the sensitive personal information (contractual, technical, security, administrative and/or policy measures) you outlined. Add new rows if necessary.

Privacy risk	Impact to individuals	Likelihood of unauthorized collection, use, disclosure or storage of the sensitive personal information (low, medium, high)	Level of privacy risk (low, medium, high, considering the impact and likelihood)	Risk response (this may include contractual mitigations, technical controls, and/or procedural and policy barriers)	Is there any outstanding risk? If yes, please describe.

#### 17. Outcome of Part 4

The outcome of Part 4 will be a risk-based decision made by the head of the public body on whether to proceed with the initiative, with consideration of the risks and risk responses, including consideration of the outstanding risks in question 17. The public body may document the decision in an appropriate format as determined by the head of the public body or by using this PIA template.

# PART 5: SECURITY OF PERSONAL INFORMATION

In Part 5 you will share information about the privacy aspect of securing personal information. People, organizations or governments outside of your initiative should not be able to access the personal information you collect, use, store or disclose. You need to make sure that the personal information is safely secured in both physical and technical environments.

18. Does your initiative involve digital tools, databases or information systems?

Type "yes" or "no" to indicate your response.

- If yes, work with your Privacy Officer to determine whether you need a security assessment to ensure the initiative meets the reasonable security requirements of FOIPPA section 30
- 18.1. Do you or will you have a security assessment to help you ensure the initiative meets the security requirements of FOIPPA section 30?

Type "yes" or "no" to indicate your response.

- If yes, you may want to append the security assessment to this PIA. Go to question 20
- If no, go to question 19
- 19. What technical and physical security do you have in place to protect personal information?

Describe where the digital records for your initiative are stored (e.g., on your organization's LAN, on your computer desktop, etc.) and the technical security measures in place to protect those records. Technical security measures include secure passwords, encryption, firewalls, etc. Physical security measures include restricted access to filing cabinets or server locations, locked doors, security guards, etc.

If you have completed a security assessment, you may want to append it to the PIA.

20. Controlling and tracking access

Please check each strategy that describes how you limit or restrict who can access personal information and how you keep track of who has accessed personal information in the past. Insert your own strategies if needed.

Strategy	
We only allow employees in certain roles access to information	
Employees that need standing or recurring access to personal information must be approved by executive lead	

Strategy	
We use audit logs to see who accesses a file and when	
Describe any additional controls:	

## PART 6: ACCURACY, CORRECTION AND RETENTION

In Part 6 you will demonstrate that you will make a reasonable effort to ensure the personal information that you have on file is accurate and complete.

21. How will you make sure that the personal information is accurate and complete?

FOIPPA section 28 states that a public body must make every reasonable effort to ensure that

#### an individual's personal information is accurate and complete.

22. Requests for correction

**FOIPPA** gives an individual the right to request correction of errors or omissions to their personal information. You must have a process in place to respond to these requests.

22.1. Do you have a process in place to correct personal information?

Type "yes" or "no" to indicate your response.

22.2. Sometimes it's not possible to correct the personal information. FOIPPA requires that you make a note on the record about the request for correction if you're not able to correct the record itself. Will you document the request to correct or annotate the record?

Type "yes" or "no" to indicate your response.

22.3. If you receive a request for correction from an individual and you know you disclosed their personal information in the last year, FOIPPA requires you to notify the other public body or third party of the request for correction. Will you ensure that you conduct these notifications when necessary?

Type "yes" or "no" to indicate your response.

23. Does your initiative use personal information to make decisions that directly affect an individual?

Type "yes" or "no" to indicate your response.

- If yes, go to question 23
- If no, skip ahead to Part 7
- 24. Do you have an information schedule in place related to personal information used to make a decision?

**FOIPPA** requires that public bodies keep personal information for a minimum of one year after it is used to make a decision. In addition, the <u>Information Management Act</u> requires that you

# dispose of government information only in accordance with an approved information schedule.

Type "yes" or "no" to indicate your response.

• If no, describe how you will ensure the information will be kept for a minimum of one year after it's used to make a decision that directly affects an individual.

### PART 7: PERSONAL INFORMATION BANKS

A personal information bank (PIB) is a collection of personal information searchable by name or unique identifier.

25. Will your initiative result in a personal information bank?

Type "yes" or "no" to indicate your response.

If yes, please complete the table below.

Describe the type of information in the bank
Name of main organization involved
Any other ministries, agencies, public bodies or organizations involved
Business contact title and phone number for person responsible for managing the
Personal Information Bank

### **PART 8: ADDITIONAL RISKS**

Part 8 asks that you reflect on the risks to personal information in your initiative and list any risks that have not already been addressed by the questions in the template.

26. Risk response

Describe any additional risks that arise from collecting, using, storing, accessing or disclosing personal information in your initiative that have not been addressed by the questions on the template.

Add new rows if necessary.

Possible risk	Response
Risk 1:	
Risk 2:	
Risk 3:	

Possible risk	Response
Risk 4:	

### PART 9: SIGNATURES

You have completed a PIA. Submit the PIA to your Privacy Officer for review and comment, and then have the PIA signed by those responsible for the initiative.

#### **Privacy Office Comments**

#### **Privacy Office Signatures**

This PIA is based on a review of the material provided to the Privacy Office as of the date below.

Role	Name	Electronic signature	Date signed
Privacy Officer /			
Privacy Office			
Representative			

#### 27. Program Area Signatures

This PIA accurately documents the data elements and information flow at the time of signing. If there are any changes to the overall initiative, including to the way personal information is collected, used, stored or disclosed, the program area will engage with their Privacy Office and if necessary, complete a PIA update.

#### **Program Area Comments:**

Role	Name	Electronic signature	Date signed
Initiative lead			
Program/Department Manager			
Contact Responsible for Systems Maintenance and/ <b>or Security</b>			
Only required if they have been involved in the PIA			
Head of public body, or designate (if required)			



#### **City of Coquitlam**

### **PROPOSAL SUBMISSION FORM**

#### RFP No. 23-084

# **People Counting System**

#### Proposals will be received on or before 2:00 pm local time on

#### Wednesday, October 04, 2023

(Closing Date and Time)

#### **INSTRUCTIONS FOR PROPOSAL SUBMISSION**

Proposal submissions are to be returned in Microsoft Word and any other supporting documents to be consolidated into one PDF file and uploaded through QFile, the City's file transfer service accessed at website: qfile.coquitlam.ca/bid

- 1. In the "Subject Field" enter: RFP Number and Name
- 2. Add files in .pdf format and "Send"

(Ensure your web browser remains open until you receive 2 emails from QFile to confirm upload is complete.)

Proponents are responsible to allow ample time to complete the Proposal Submission process. If assistance is required phone 604-927-3037.

Legal Name of Proponent	
Contact Person and Title	
Business Address	
Telephone	
Email Address	

1.	MANDATORY RE	QUIREMENTS	
a)	) Proponents MUST provide the following Mandatory Requirements for their Proposals to be evaluated:		
I.	Privacy Protection Schedule (PPS)		
	Proponent MUST agree to the City's PPS.		
	Yes	□ No.	
II.	Privacy Impact Assessment (PIA)		
	Proponent must either provide a completed Privacy Impact Assessment (PIA) based on the Ministry Standard (Appendix B), or cooperate with the development of one with the City		
	Privacy Impact Assessment attached		
	☐ Agree to have one completed		

# **DEPARTURES AND AWARD**

a) CONTRACT - I/We have reviewed the City's Standard Terms and Conditions - Purchase of Goods and			
Services and would b	Services and would be prepared to enter into in an agreement that incorporates the City's Standard		
Terms and Condition	s, amended by the following departures (list, if any):		
Section	Section Requested Departure(s) / Alternative(s)		

**b) SERVICES** - I/We have reviewed the Scope of Services as described in this RFP and are prepared to meet those requirements, amended by the following departures and additions (list, if any):

Requirements – Requested Departure(s) / Alternate(s) / Addition(s)

c)	AWARD - For eligibility of award, the City requires the successful Proponent to complete and have the following in place before providing the Goods and Services. Section 1c items are not required as part of this Proposal but may be required prior to entering into an agreement with the City.	
i.	<b>WCB</b> - WorkSafe BC coverage in goodstanding and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided:	WCB Registration Number:
ii.	<b>Insurance</b> – Provide Insurance coverage as per the <u>City's Standard Insurance</u> <u>Form</u>	
iii.	<b>Vendor Info</b> - Complete and return the City's <u>Vendor Profile and Electronic</u> <u>Funds Transfer Application (PDF)</u>	
iv.	<b>Business License</b> - A City of Coquitlam or Tri Cities Intermunicipal <u>Business</u> <u>License</u>	
As of the date of this Proposal, we advise that we have the ability to meet all of the above requirements except as follows (list, if any):		

## CORPORATE

a) CAPABILITIES, CAPACITY AND RESOURCES - Proponents to provide information on the following (use the spaces provided and/or attach additional pages, if necessary):

i. Structure of the Proponent, background, how many years they have been in business and organizational history (e.g. mission, vision, corporate directions, years in business, etc.):

ii. Proponent is to state relevant experience and qualifications as to the Services requested in the RFP:

iii. Proponent is to state any value added benefits and activities they can provide in delivering the Services. Provide details:

iv. Proponent is describe their capabilities, resources and capacities, as relevant to the Services requested in the RFP: This includes their capacity to take on this project in regards to other work the Proponent may have ongoing:

b) REFERENCES (in North America) – Proponent shall be competent and capable of performing the Services requested and successfully delivered service contracts of similar size, scope and complexity. The City reserves the right to contact any person(s), agency(ies) or firm(s) not listed as part of an independent review (use the spaces provided and/or attach additional pages, if necessary):

Reference No. 1		
Description of Contract		
Size and Scope		
Work Performed		
Start Date		
End Date		
Contract Value		
Project completed on budget		
Project completed on schedule		
Reference Information	Company	
	Name:	
	Phone Number:	
	Email Address:	

### City of Coquitlam RFP No. 23-084 – People Counting System Proposal Submission Form

Reference No. 2		
Description of Contract		
Size and Scope		
Work Performed		
Start Date		
End Date		
Contract Value		
Project completed on budget		
Project completed on schedule		
Reference Information	Company	
	Name:	
	Phone Number:	
	Email Address:	

Reference No. 3		
Description of Contract		
Size and Scope		
Work Performed		
Start Date		
End Date		
Contract Value		
Project completed on budget		
Project completed on schedule		
Reference Information	Company	
	Name:	
	Phone Number:	
	Email Address:	

No	c) KEY PERSONNEL – Proponent proposes the following key personnel for the Services stated in the RFP. No changes, additions or deletions are to be made to these Key Personnel without the City's written				
app	proval. (use the spaces p	rovided and/or attach a	additional pages, if necessar	-y)	
LINE	NAME	TITLE/POSITION	EXPERIENCE AND	YEARS WITH YOUR	
ITEM			QUALIFICATIONS	ORGANIZATION	
i.					
ii.					
iii.					
iv.					
٧.					
vi.					

# **d) SUB-CONTRACTORS** - The following Sub-contractors will be utilized in provision of the Services and will comply with all the terms and conditions of this RFP. No changes, additions or deletions are to be made to these subcontractors without the City's written approval:

Sub-Contractor No. 1	
Legal Name	
Trade/Services Performed	
Background and Experience	
Contact Information	Name:
	Phone Number:
	Email Address:

Sub-Contractor No. 2		
Legal Name		
Trade/Services Performed		
Background and Experience		
Contact Information	Name:	
	Phone Number:	
	Email Address:	

#### e) MANUFACTURE AUTHORIZATION Provide as an attachment a letter from manufacturer that you are an authorized dealer for resale:

f) HEALTH AND SAFETY			
I. Proponent to attach current Work Safe BC Employer Report			
🗆 Yes	🗆 No		
If no, explain:			
II. Confirm the Proponent has a written safety pr	. Confirm the Proponent has a written safety program in place that meets the requirements of		
WorkSafeBC?			
🗆 Yes	🗆 No		
III. Is your company COR (Certificate of Recognitic	on) certified with respect to WorkSafeBC?		
□ Yes	□ <b>N</b> o		
We are registered with one or more of these S	afety Management System/Program: OHSAS 18001,		
CAN/CSA Z1000, ANSI Z10 or other. Please spe	ecify:		

# SUSTAINABLE BENEFITS AND SOCIAL RESPONSIBILITY

Ι.	Describe all initiatives, policies, programs and product choices that illustrate your firm's efforts towards sustainable practices and environment responsibility in providing the services that would benefit the City
II.	What policies does your organization have for hiring apprentices, indigenous peoples, recent immigrants, veterans, young people, women, people with disabilities and any other groups:
III.	What policies does your organization have for the procurement of goods and services from local small and medium sized business or social enterprises or Indigenous owned businesses:
IV.	What policies does your organization have to support reconciliation with indigenous peoples:

5.		TECHNICAL
1	a)	<b>APPROACH and METHODOLOGY</b> Summarize the key features of your Proposal and the Technical Approach to be used. Provide a brief description the various components required for successful completion of the Work.
	I.	<b>Delivery, Set-Up and Execution -</b> Proposals should address the plan for the delivery, set up and execution of the Work; as well as the disposal, recycle or reuse for the surplus materials. Include any safety and pedestrian control measures.
1	1.	<b>Quality Assurance -</b> Provide the measures the Proponent will use to maintain quality control for the Services being performed.
II	I <b>.</b>	<b>Risk Factors -</b> Describe the risk factors anticipated and how the Proponent intends to mitigate these.
١١	/.	Safety - Proponent is to state how they will address safety on the Work site.
		TECT AND ACCEDIANCE TECT. Attacked how we will not form the test and accounter as

b) TEST AND ACCEPTANCE TEST - Attached how you will perform the test and acceptance.

c) CERTIFIED TO INSTALL - Attached certification from original equipment manufacturer you are certified to install the product(s).

🗆 Yes

🗆 No

d) LEAD-TIME, State lead time for List items:

e) TRAINING			
i.	Describe types of training that will be provided by Proponent's professional Technicians:		
ii.	Operators – State duration of training, number of attendees and number of on-site workshops		
	at each location:		
iii.	State Training Material used/provided		

f) A0	f) AGREEMENTS AND LICENSING		
i.	i. Indicate and describe the licensing model(s) for your offering.		
ii.	Provide any licensing and warranty information for third-party products you may require the City		
	to purchase in support of this service:		
iii.	What is the Proponents Contract liability limitation if the Services that are performed failed (i.e.		
	security breach)?		

g)	WARRANTY Proponent is to state:	
١.	Response time for non-warranty calls:	
П.	Response time for warranty calls:	
III.	Warranty duration:	
IV.	State warranty terms (use space belo	w and/or attach additional information to your Proposal):

# **FINANCIAL**

ec	a) <b>PRICE</b> - Prices proposed are to be all inclusive; therefore, include all labour, material, tools, equipment, transportation, fuel, supervision, disposal fees, permit fees and any other items required for provision of the services (exclude GST):		
ITEM SCOPE OF WORK Unit of PRICE (exclu			PRICE (exclude
		Measure	GST)
i.	Hardware	Each	\$
ii.	Software Licenses (Annual)	Each	\$
iii.	Labour, Installation, Training	Each	\$
iv.	Maintenance Support	Each	\$
٧.	Other not Listed:		\$
vi.	Other not Listed:		\$

#### Attention Purchasing Manager:

- 7. I/We, the undersigned duly authorized representative of the Proponent, having received and carefully reviewed all of the Proposal documents, including the RFP and any issued addenda posted on the City's website <a href="http://www.coquitlam.ca/Bid-Opportunities">www.coquitlam.ca/Bid-Opportunities</a>, and having full knowledge of the Site, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions connected to performing the Services, submit this Proposal in response to the RFP.
- 8. I/We agree to the rules of participation outlined in the <u>Instructions to Proponents</u> and should our Proposal be selected, agree to the City's <u>Standard Terms and Conditions Purchase of Goods and</u> <u>Services</u> and will accept the City's Contract as defined within this RFP document.
- **9. I/We acknowledge** receipt of the following Addenda related to this Request for Proposals and have incorporated the information received in preparing this Proposal.

Addendum No.	Date Issued
	-

This Proposal is submitted this \_\_\_\_\_day of \_\_\_\_\_\_, 20\_\_\_\_\_.

#### I/We have the authority to sign on behalf of the Proponent and have duly read all documents.

Name of Proponent	
Signature(s) of Authorized Signatory(ies)	1.
	2.
Print Name(s) and Position(s) of Authorized Signatory(ies)	1.
	2.